



Garden Reach Shipbuilders & Engineers Ltd.
(A Government of India Undertaking)
43/46, Garden Reach Road, Kolkata – 700024, India
Tele Fax: +91 33 2469 8150/8133;
E-mail: Saha.Arnab@grse.co.in ; Web site: www.grse.in

CIN No. L35111WB1934GOI007891

**NOTICE INVITING “EXPRESSION OF INTEREST”
FOR
“COLLABORATION IN CONSTRUCTION OF COMMERCIAL VESSELS”**

SECTION A

1. Ref. No.	: CPCC/COMMERCIAL VESSELS/23-24/EOI-001
2. Date of Issue of EOI	: 10.06.2023.
3. Date of interactive session	: NIL
4. Last date for Submission of EOI	:1400 hrs on 26.06.2023 (15 days from Interactive Session of EOI)
5. Contact Person	: Mr Arnab Saha, Sr Mgr (BD&M) e-mail: Saha.Arnab@grse.co.in Tel: 033-2469-8140 Address: (GRSE BHAVAN 61 garden reach road - Kolkata- 700024)
6. Validity of EOI	: 120 days from date of submission
	This Notice comprises Section A and Section B along with Enclosure 1 & 2 and Annexures 1,2,3 & 4.
<u>N.B:</u>	
➤	<u>No proposal shall be admissible after due date and time (as stated above).</u>
➤	<u>Decision of GRSE shall be final and binding in this regard.</u>

SECTION B

1. **Introduction – Garden Reach Shipbuilders & Engineers Ltd.** Garden Reach Shipbuilders & Engineers Ltd (GRSE), is a premier Warship building Company in India, under the administrative control of Ministry of Defence and enjoys 'Mini Ratna' status. Since 1960, GRSE has built and delivered 108 warships for various roles, starting from state-of-the-art Frigates & Corvettes to Fast Patrol Boats. GRSE, as a premier Defence Public Sector Shipyard, has played a very important role in the defence preparedness of the country and has always spearheaded the national mission of indigenous design and construction of warships. Defence vessels are the primary products for GRSE, but the shipyard also has proven credential of delivering commercial products like boats, ocean going ferries, waterjet driven platforms to Naval and civil establishments. The modernised infrastructure enables the shipyard to undertake construction of large ships using latest modular construction technology. GRSE has a strong design team which draws its width and depth from vast database of earlier projects across disciplines like Hull, Engineering, Electrical and outfit. It integrates all these know-hows to realize a customer centric product design. GRSE is seeking to leverage its inherent strengths and enhance the portfolio by collaboration in construction of commercial vessels for exports.

2. **Objective of this Notice Inviting EoI.** GRSE intends to enter into a long-term collaboration with reputed ***shipyards in the West Coast***, to leverage their infrastructure and technical know-how for enhancing GRSE's capabilities for construction of quality commercial vessels for export purpose.

3. Effective, comprehensive and timely response to prospective project opportunity by any shipyard is a pre-requisite for winning new shipbuilding orders. The essence of this EOI is to empanel shipyards who are interested in association with GRSE to enable prompt response to international opportunities / tenders issued by various agencies both in India and abroad. GRSE intends to leverage the infrastructure, workforce and facilities available with the partner shipyard along with its own strong competencies in shipbuilding to deliver technologically robust vessels to its customers within the contractual timelines.

4. Expression of interest is invited for empanelling shipyards having prior experience in construction of marine vessels and structures. GRSE shall be approaching the firms empanelled through this process in case of receipt of any Enquiry/RFI/RFP for a new commercial vessel project for the Scope of Work (SoW) mentioned at **Enclosure 1**. This EoI is intended for creating pool of technically sound and financially stable shipyards (Parties) who will be considered for working jointly with GRSE for new commercial projects as and when required. Final selection will be done by inviting bids from qualified and short-listed bidders who have participated in the present EoI. Detailed Terms and Conditions (T&C) shall be finalized on case to case basis based on project requirements and finalised scope of work. GRSE also reserves the right to engage with firms even outside of this empanelling process for furthering its business objectives.

Procedure

5. Expression of interest (EOI) is invited from eligible, capable and reputed shipyards for empanelling them in GRSE's vendor data base / panel for the services as listed in Scope of Work at **Enclosure 1**.

Firms which respond to this EOI and subsequently get qualified would be considered for further single/limited tendering process.

6. Empanelment of the shipyards shall be limited to the commercial vessel category (refer Para 9 – list of Products / Scope of Work) only and the decision on empanelment of the firm will solely be decided by the 'Empowered Committee' (EC) appointed for that purpose at GRSE whose decision shall be final and binding. No communication whatsoever in this regard shall be entertained.

7. After receipt of due response (as per requisite mode and format) the firm(s) shall be assessed by GRSE through a committee constituted by it based on the prescribed assessment criterion and thereafter shortlisted / selected. GRSE reserves the right to **reject any or all** of the responses/applications received for this Notice inviting EoI, without assigning any reason whatsoever and also to stop further proceedings under this EOI at any given point in time. GRSE's **decision in this regard shall be Final**. However, submission of any response to this EoI or selection of firm(s) pursuant to this EoI does not guarantee/assure any business to the firm(s) **and no claims or demands in this regard of any firm shall be entertained** (Please note that GRSE Empowered EC is at liberty to reduce / freeze total number of empanelled firms against a specific product category, based on the ranking / Qualification criterion).

8. Pursuant to assessment, **turn-key collaboration with the shortlisted firms** by means of entering into a 'Memorandum of Understanding' (MoU) will be done for a specific time period of **five years or such period as GRSE deems fit and proper** to commence with. The Time period may be extended further as per mutually agreeable terms. GRSE shall avail the shortlisted firms' services from time to time as per requirements and also as per the commercial norms of GRSE (within the mutually agreed period - to be mentioned in MOU). However, **GRSE doesn't guarantee/assure any business to the empanelled firms post signing of MoU and no claims or demands in this regard of any firm shall be entertained**

9. Vendors responding to the EOI and selected by the GRSE committee, upon submission of all relevant documents, shall qualify to be short listed to receive Enquiry/ tender for the respective work that shall be floated subsequently. In case where more than one firm qualifies to be empanelled under a particular category, the selection of a firm for any specific project/venture will be based upon existing commercial practises of GRSE and furthering of GRSE's business objectives and solely at the discretion of GRSE considering its requirements and commercial interests.

10. **No formal invitation shall be extended to the firms for the purpose of opening of this Notice Inviting EOI.**

11. The firms responding to this EoI must be willing for signing of the relevant NDA / Integrity Pact (Reference copy attached- Annexure 4) towards proceeding with empanelment at GRSE.

12. GRSE would be committed to provide 'Performance Warranty' on its products and also product support ranging from 5 to 25 years including obsolescence support for the entire life cycle of the vessel/platform. The firms responding to this EoI must be willing to agree to such a back to back commitment where required/sought by GRSE.

13. **AMENDMENT OF EOI DOCUMENT & CORRIGENDUM:**

(a) GRSE reserves the right to amend this EOI document by issuing addendum/addendum. The addendum will be posted at (<https://eprocuregrse.in> and also on GRSE website) and shall be treated as a part of the EOI Document. GRSE may, at its discretion, extend the deadline for the submission of Applications.

(b) GRSE reserves the right to conduct changes to this notice anytime at its own discretion by a corrigendum. The corrigendum (if any) shall be posted at <https://eprocuregrse.in> and also on GRSE website. Any such corrigendum shall be deemed to be incorporated into this EOI.

14. **DISCLAIMER:**

(a) This Expression of Interest (EOI) is not an offer by GRSE but an invitation to receive offers from interested parties for empanelling them in GRSE vendor panel for providing ship construction facilities and does not entail/guarantee any business. The purpose of this Notice is to provide the necessary information that may be useful to such interested parties in formulating their proposals for empanelment in response to this Notice.

(b) GRSE reserves the right to modify or even not to proceed with the proposed EOI at any stage.

Scope of Work

1. GRSE would be scouting the international market for possible projects and upon identification of a lead worth pursuing to suit GRSE's business interests, GRSE would engage with a suitable empanelled firm towards further progressing the project. Empanelled firms are also free to scout for new projects and approach GRSE for collaboration.

2. GRSE would have in-depth technical discussions with the shortlisted firm(s) in each category (refer Para 9 – list of Products /Scope of Work). The discussions would be based on the 'Bill of Material' (BoM) for each of the generic list of components, sub-assemblies, test equipment, raw material inputs, consumables, installations, services, product royalty charges (if applicable), documentation charges so on and so forth would be listed. Based on discussions, one or more firms would be shortlisted for collaboration. Each serial of the list would be allocated between GRSE and Collaborating Firm (also stated as 'Collaborator') and need to be priced based on the following broad factors: -

- a) Minimise overall product cost
- b) Increase indigenization percentage in terms of cost, to the maximum extent possible.
- c) Whilst arriving at the above, the financial factors like customs & taxes/duties, foreign exchange variation, transit insurance, payment terms (LC etc) are to be clearly clarified.

3. The participation in the subsequent tenders for the end-customer will be carried out by GRSE as required and the consequent orders towards realization of the design/ construction would be placed by GRSE. Initial preparatory work towards responding to NIT/RFP etc. from prospective customers is envisaged to be done on a NC ('No Cost') basis by the firm /collaborator for GRSE.

4. **Stages of Collaboration.** The envisaged stages and scope of collaboration are as per the activities listed below: -

STAGE	Activity	Description	Remarks
I	Product Design as per Tender Specification of each Project	Each Project is a specific type. Whilst the generic specifications may remain same, there will be ship specific /product specific features like geometry, weight, etc. which would require specific tailoring. The collaborator would be required to provide	In event of multiple types of ships /marine platforms required by the Customer in a project, a combined/ single tender for all ships from GRSE side shall be published, depending on the situation as deemed fit in the opinion of GRSE. During the product design

		available / new product designs (external design agencies can be involved) and give various design documentations as required specifically for the project to GRSE from time to time.	stage, there will be a requirement of interface visits by either or both sides /premises (based on mutual agreement /consent). Interaction may also be through Video Conferencing.
II	Bid Formulation	<p>As per the finalized product design for each project, the work plan would be finalized thereafter comprising: -</p> <ul style="list-style-type: none"> i) Bill of Material & sourcing thereof towards product manufacture. ii) Work plan of tests and trials, installation and commissioning iii) Product Support as required by end customer. <p>Based on the above the price bid for the project would be prepared. During the Bid Formulation the Payment stages along with Terms & Conditions for each of the above sub-serials to be made by GRSE to collaborator would also be firmed up and committed by GRSE & collaborator mutually. The Collaborator would have to give a binding undertaking towards execution of project as per mutually agreed SoW (Scope of Work). Based on the comprehensive proposal by the collaborator, encompassing all points as mentioned above, the final bid will be submitted to the End customer by GRSE.</p>	<p>Financial factors like customs & duties, foreign exchange variation, transit insurance, LD/penalties, Payment terms (LC etc.) mentioned in their proposal. are to be clearly clarified by the collaborator Up to bid response formulation stage no financial commitment exists from GRSE side.</p>

III	Post Order on GRSE	Post receipt of Order by GRSE (from End Customer), the collaborator will be engaged by GRSE against a formal contract through specified selection process to execute the Job as a 'Turn key Job'. An area within the collaborator's premises shall be earmarked as leased area of GRSE. The collaborator needs to execute the project within that leased area. All items stored, used and constructed within the earmarked area shall belong to GRSE including the completed product. A separate lease agreement will be executed with the collaborator for this purpose.	Collaborator would provide detailed drawings required for the Fabrication and Manufacture within the specified period mentioned in the contract. QAP for product would be forwarded by collaborator and changes suggested by the Inspection agency is also required to be incorporated (if any)
IV.	Material / Product delivery	All materials are to be considered as Ex Works (collaborator place) delivery or delivery at GRSE or at the place of End Customer (Based on the finalized contract between GRSE and Collaborator) . During product execution stage, GRSE empowered / nominated officials are to be permitted to visit the firm's premises to oversee the project progress and seek any clarifications/ details (Techno commercial) related to this Project.	Firm should also give undertaking that all Statutory guidelines for production of such type of Marine Products shall be complied in full by the firm. A dedicated 'Project Manager' shall be allocated by the firm for each specific project.

5. In response to NIT/RFP, the collaborator would be approached by GRSE to design/manufacture the marine vessel as a 'Turnkey' product which would be ultimately supplied by GRSE. The collaborator would, then submit their response against the said RFP within requisite timelines enabling GRSE to submit the final bid to the End-Customer. **The collaborator is also to assist GRSE in final bid preparation.**

6. Response submitted against subject RFP/NIT by Collaborator may be converted to firm order / binding contract by GRSE, following the stipulated selection process, as and when need arises post receipt of Award of order / LOI by GRSE. After receipt of firm order, firm will execute the job as turnkey basis. However, firm is expected to undertake preliminary work considering overall project timelines.

7. Mechanism of periodic review towards monitoring the project progress will be formulated and action taken by both parties. The Collaborator will have to provide suitable office space (based on project) to GRSE team along with suitable office equipment and telephone/fax/internet connectivity (without any additional cost). In certain cases, the collaborator would have to agree to lease a certain portion of project execution site which is under his control/ownership to GRSE towards meeting the end customer contract requirements.

8. GRSE being the primary agency (on whom the order would be placed), is bound to provide (on placement of order) Product Support for 05-25 years and Obsolescence support to its customer as per its requirement **OR** for its entire life time. While it is noted that there may be a few components wherein the collaborator would retain its supply in scope, in the event of change of ownership of the collaborator or collaborator being declared insolvent or any such circumstances wherein the collaborator is not able to support GRSE in meeting its commitment of Product and Obsolescence support, the detailed technical drawings, specifications & all other necessary details would be passed onto GRSE by the Collaborator without any additional cost for necessary support required to be provided by GRSE.

9. The collaborator shall not have any 'Intellectual Property Rights (IPR)' on any design once the same is developed specifically for any project under the collaboration agreement and all Intellectual Property rights in the product shall vest in GRSE. However, the collaborator while developing any design shall ensure that GRSE should be completely absolved from any infringement of patent or any Intellectual property rights.

10. The final technical specifications of each vessel type would be shared with the collaborator after short-listing or as the said specifications become available to GRSE. However, the envisaged product range is mentioned herein: -

List of Products (including conventional / green propulsion)

- a) Multipurpose vessels upto 10000 T.
- b) Utility vessels upto 1000 T
- c) Auxiliary vessels (Maximum displacement upto 500T)
- d) Passenger (upto 150-200 Pax capacity) and / or Cargo (up to 250T) vessels (Seagoing, Coastal & Inland) with / without a provision to carry vehicle.
- e) Tugs up to capacity of 100 T Bollard Pull
- f) Boats (steel/Al) upto 15-20 M
- g) Various sizes of self-propelled and dumb barges (Maximum displacement upto 5000T)

h) Any other category undertaken /capable to execute by collaborator also may be included from time to time if found suitable in the opinion of GRSE.

11. The QUALIFYING CRITERIA MATRIX for the purpose of short-listing of collaborators is placed at **Annexure-2**. The prospective collaborator shall submit the relevant documents to support the requirements as per aforementioned matrix. The same shall inter alia also include if not already indicated in the matrix the following:

- (a) Collaborator's Company/firm's Profile and experience
- (b) Overview of the Technical personnel employed by the Company.
- (c) Documents to prove past experience.
- (d) Company Registration Certificate
- (e) ISO Standard Certificate
- (f) Audited Balance Sheet of the Company for the preceding 03 Financial Years.
- (g) List of Orders executed by the firm for the similar products especially export orders
- (h) For the purpose of this EOI 'Firm' means a partnership/LLP firm /company under Indian laws. (Decision towards acceptance of offer by Proprietorship firm shall be decided by the GRSE Empowered committee)
- (j) The said legal entity should have been in existence for a period of at least 3 years on the date of submission of proposal as evidenced by the documents submitted by such entity in its proposal.

12. The firm should have an inhouse quality assurance program. Further, GRSE reserve the right to inspect and ensure that collaborator supplied vessels conform to the specifications and product is capable of meeting committed performance as per Customer requirement/order. This could be done through GRSE's own inspectors or through 'Class' representatives. The presence or absence of GRSE representative does not relieve the Collaborator of its responsibility for quality control.

13. The Technical inputs handed over mutually by both parties to each other shall be the Intellectual Property of the respective parties and shall be returned (if requested for) without copying into any form. The same data shall not be used in any other project by a party without prior written permission of the other (discloser).

14. Collaborators would be required to enter into an Integrity pact post short-listing. A Copy of the same is placed at **Annexure-3**.

15. Bidders who are black-listed by any Government (Central/State) or any Government Agency/Entity shall not be eligible to participate in the EOI. All firms are required to submit a certificate /declaration in their letter head. The firm(s) or its Directors should not be barred by any Judicial/Quasi-Judicial orders from doing business. The firm would be required to disclose its ongoing litigations and/or any enquiry proceedings ongoing against it.

16. Bidders not meeting /complying the qualifying criteria at **Annexure-2** and not submitting documents as above, shall not be considered further.

17. A Team from GRSE may visit premises of the firms and interact/seek information to assess capability and capacity of the firm, if considered necessary (post examination of the response to the EOI by the particular firm under reference).

18. It is stated that GRSE reserves the right to enter into individual agreements for each of the vessels listed in "List of Products Para" in parallel.

19. The EOI shall be submitted which shall inter alia cover the following: -

(a) Clearly state category viz type of vessel as per para 10 (list of products).

(b) The firm's willingness (in their letter head) to participate and offer their services for collaboration.

(c) A broad approach and methodology (Project Plan) for the services to be provided.

(d) Supporting documents as sought in Para (11) above.

(e) Specific answers to the questionnaire placed at **Annexure-4**.

(f) Any other information considered relevant.

(Note: - The firms interested in responding to this notice inviting EOI are encouraged to attend interactive session as per para 3 of Section A of this Notice)

20. Queries, if any, are to be sent immediately and at least 7 (Seven) days before the due date of closure of EOI. No other query shall be entertained after the said period.

21. In case response is being submitted in hard copy /e-mail, the envelope should be super-scribed with NOTICE INVITING "EXPRESSION OF INTEREST" FOR COLLABORATION IN CONSTRUCTION OF COMMERCIAL VESSELS" and shall be submitted on or before the due date. Information/documents in response to this Notice seeking EOI may also be forwarded in e-mail to the addressee mentioned in Section A of this EOI.

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD,
WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION**

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,
General Manager (CP&CC)
43/46 Garden Reach Road.
Kolkata 700024

1. This is to notify you that our Firm/Company/Organization <provide Name of the Firm/Company/Organization> intends to submit a proposal in response to invitation for EOI No: dated for providing In accordance with the above we declare that:

- a. We hereby confirm and declare that we, M/s -----
-----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during last 10 years.
- b. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.

Sincerely,
[BIDDERS NAME]

Name

Title

Signature -----

Authorized Signatory /Date:

QUALIFYING CRITERIA MATRIX

TECHNICAL EVALUATION CRITERIA. The proposed Collaborator firm is required to submit all necessary documents indicated above. The technical proposal will be evaluated on the basis of the documents submitted along with the proposal. The Start-up firms and MSME firms will be given priority. Due preference (if any) will be given to ISO certified firm(s). The technical proposal will be evaluated on the basis of the Firm's experience along with its key personnel.

In the first stage, the technical proposal will be evaluated on the basis of the Firm's experience along with its key personnel. Only those Firms who secure 60 marks or more as per the technical evaluation criteria mentioned in Table below shall be declared as qualified. Firms who have secured less than 60 marks are liable to be rejected. The details of as per Technical Evaluation criteria are tabulated below: -

Technical Evaluation Criteria				
Ser	Evaluation Criteria	Credit	Description	Remarks
1.	Production capacity	4 points in each sub Category (mentioned in Description column herein) (Total-32)	i. Covered fabrication shed ii. Material Handling Eqpt. iii. Secured Warehouse iv. Welding machines v. Building Berth / Slipway / Dry Dock vi. Modern Ship building machineries and equipment vii. AC store viii. Water front in the west coast of India with minimum available draft of 3 m.	Details of each sub conditions to be furnished. The facility needs to be owned by the firm. Hired facilities will not attract any point.
2.	Production Experience with proof of supplied vessels	3 points in each sub Category (mentioned in Description column herein) (Total-24)	Experience of the firm in detail design and Manufacturing of vessels (including hull, outfitting and engineering / electrical). Evaluation will be based on proof of supply of diversified vessels/ Small Crafts of different class/ categories during last 05 Years. At least proof of one order in each segment is to be produced for crafts as below: - a) Multipurpose vessels / Tankers upto 10000 T. b) Utility vessels upto 1000 T c) Auxiliary vessels (Maximum displacement upto 500T) d) Passenger (upto 150-200 Pax capacity) and / or Cargo (up to 250T) vessels (Seagoing, Coastal & Inland) with / without a provision to carry vehicle. e) Tugs up to capacity of 100 T Bollard Pull	Details of projects along with certification from Client and relevant Purchase Orders/ documental proof of delivery are to be attached with the proposal

			<p>f) Boats (steel/Al) upto 15-20 M</p> <p>g) Various sizes of self-propelled and dumb barges (Maximum displacement upto 5000T)</p> <p>h) Any other category undertaken /capable to execute by collaborator also may be included from time to time if found suitable in the opinion of GRSE.</p>	
3.	Infrastructure & resources	2 + 2 points in each sub Category (mentioned in Description column herein)	<p>i. Details of Existing Design Infrastructure including Hardware and software and / or detailed future development plan including hiring of resources from design houses. Average number of design engineers and draftsmen on the pay roles over a period of past 24 months.</p> <p>ii. Experience in detailed design projects using Aveva Marine/ TRIBON/ Auto CAD/ Delft Ship/ Maxsurf equivalent Software for commercial vessels/ small crafts</p>	<p>i. Detailed plan and undertaking is to be submitted along with the proposal</p> <p>ii. Attach certification duly signed by authorized signatory of the firm with proof of payrolls.</p> <p>iii. Details of projects along with certification from Client and relevant Purchase Orders are to be attached with the Proposal.</p>
4.	Class Approved Manufacturer	5	Class Approved/ certified Production facility/ project, ISO Certification, Bonded store house, etc.	Attach certification duly signed by authorized signatory.
5.	Construction and repair of commercial vessels and crafts and provide technical support for these crafts as sub-contractor of GRSE for the entire product life Cycle.	10	The firm should agree to lease a portion of its own facility to GRSE for construction and repair of commercial vessels and crafts. The firm should agree to provide technical support for these crafts as sub-contractor of GRSE and work on these vessels using own manpower and other resources. The above work will be executed in the leased premises of GRSE. Product support may be extended up to 05 years from Delivery by GRSE, as per order on case to case basis.	Modality of operation with details and proof of resources are to be submitted. An undertaking is to be submitted along with the proposal.

6.	Company definition	5	Priority will be given for MSME, Start-up companies.	Attach certification duly signed by authorized signatory
7.	Business profile	2+2 points in each sub Category (mentioned in Description column herein)	i) Business comfort over anywhere in India with evidential proof (versatility in projects executed). ii) Available resources to do business in overseas	Details of projects along with certification from Client to be attached with the bid.
8.	Existing & Future Facilities of the shipyard	8+8	i) Land, Open area, Dry docks/slipway/ship lift, access to main road, Waterfront area, available draft, quality assurance of finished product. ii) Future expansion plans including Increase in docking / launching capacity, timelines to achieve the expansion target.	i) Facility/ Factory data to be attached with the bid. ii) Copy of Layout of future expansion plans and the sanctions received so far.
Min Qualifying Marks > 60, duly qualifying in each Essential Qualifying Criteria				

FINANCIAL ELIGIBILITY CRITERIA. Firm's average annual financial turn over for last Five financial years should be **at least 100 Cr** (Rs. Hundred Crores only). Firm should have positive net worth.

NON – DISCLOSURE AGREEMENT

This Non-Disclosure Agreement executed thisDay of2021.

Between

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 43/46, Garden Reach Road, Kolkata – 700024, hereinafter referred to as “**GRSE**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, administrators and assigns) of the **FIRST PART**.

AND

M/s _____ (with full address)., (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, administrators and assigns) of the **SECOND PART**.

WHEREAS

For purpose of this Agreement, GRSE that discloses confidential information is herein after referred to as the “Disclosing Party” and M/s _____, that receives and or accesses confidential information here under is herein after referred to as ‘Recipient’

WHEREAS _____ - being considered inter alia for the purpose of and as such some of the drawings/documents in connection with the said work are required to be disclosed which shall be treated as confidential and the said _____, shall not disclose or part with such drawings/documents to any other third party, without prior written consent from GRSE.

AND WHEREAS the said M/s _____, is obliged to execute an undertaking in the form of “Non-Disclosure Agreement” on handing over of GRSE and/or Designated Buyer owned data drawings/ documents and also confidential/proprietary drawings or technical information of any other party, as the case may be, to them by GRSE, duly promising and/or undertaking to keep and treat such data, drawings/documents as strictly ‘confidential’.

NOW THEREFORE both GRSE and M/s _____, do hereby agree as follows in the premises aforesaid:-

1. In the Premises aforesaid it is agreed as follows :
 - a) During all discussion and subsequent agreement if any between the parties herein, if any, for execution of the job and also for a period of 10 years from the date of Expiry and/or foreclosure and/or termination of the said agreement, M/s _____, the recipient, undertakes that the data, drawings/ documents so received in any form whatsoever shall be:
 - i) Protected and kept as strictly confidential by them.
 - ii) Disclosed to and used only by the persons within the organization of M/s _____, who have a need to know solely for the purpose as

described above and for execution of the work if awarded by GRSE subsequently subject to their taking due care and protection of the system and data.

- iii) Used in whole or in part solely for the purpose intended and for execution of the work if awarded by GRSE subsequently in the manner as ordered by GRSE or to be ordered from time to time exclusively and shall not be exploited for any other purpose or customers.
 - iv) Neither disclosed nor cause to be disclosed directly or indirectly to any third party.
 - v) Neither be copied nor otherwise be reproduced, in whole or in part without prior express consent from GRSE.
 - vi) Returned to GRSE forthwith on demand at any point of time and upon immediate foreclosure /expiry of the contract if subsequently entered.
2. Nothing in this agreement or the disclosure of the information or data or systems, to be intended to be granted or shall be construed as granting to M/s _____, any rights, title, interest or license other than the right to use such data, drawings/documents etc for the purpose intended and for the execution of the contract/job if subsequently awarded by GRSE and shall not be exploited for any other purpose or customers and the property in all the information/data/drawings or documents disclosed by GRSE to M/s _____. In this regard for the purpose of post-bid meeting/discussions or for execution of job if any, to be subsequently awarded by GRSE shall, subject to the rights of the owner, rest with GRSE.
3. Neither party shall resort to any publicity or advertising in respect of this agreement or the subject matter thereof and the subject matter of PO and/ or _____ any Agreement, if any, to be entered into subsequently.
4. M/s _____. shall not make any copies or duplicate in anyway in whole or part any information without the prior written consent of GRSE and where such copies or reproductions are permitted in accordance with this clause, M/s _____. shall treat them strictly confidential in accordance with the provisions of this agreement and comply with the instructions of GRSE with regard to the protection and disposal of them.
5. Expiry, foreclosure or termination of PO or any or all of the subsequent agreements entered into by GRSE and the said M/s _____, if any, in pursuance of the agreed scope, shall not relieve M/s _____ of their obligations under these presents which shall be effective and remain effective and in full force, for a period of 10 years from the date of such expiry/foreclosure/termination.
6. In the event of expiry, foreclosure or termination, M/s _____ shall forthwith return to GRSE, all data and drawings/documents as received by them during tenure of the PO and/or subsequent agreements.
7. Neither party shall assign any PO and / or any Agreement, if any, to be subsequently entered into, without the written consent of the other and should

there be any re-organization, merger, take over or the like, its successor-in-interest shall be bound by the conditions of this Agreement.

8. Failure to enforce any provision of this agreement and/or failure to initiate timely action, will not construe to be waiver and GRSE shall be freely entitled to enforce the provisions of this agreement at any appropriate time thereafter.
9. M/s _____. shall indemnify and hold harmless GRSE from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of such action, claim or proceedings, brought by any third party pursuant to any unauthorized disclosure or use of any data/document/drawings/information by M/s _____, or by any person for whom M/s _____ is responsible under this agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.
10. This agreement shall be governed under the Indian Laws and the Courts in the city of Kolkata shall have exclusive jurisdiction to try determine and adjudicate any disputes arising between the parties in relation to this agreement.
11. GRSE' standard arbitration clause as contained in Annexure – I shall apply to this agreement for resolution of disputes between the parties.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

FOR GARDEN REACH SHIPBUILDERS & ENGINEERS LTD	FOR M/s _____,
Signature :	Signature :
Name :	Name :
Address :	Address :

WITNESS 1	WITNESS 2
Signature :	Signature :
Name :	Name :
Address :	Address :

CHECK LIST FOR PARTICIPATING FIRM

Sr. No	Question	Bidder's response (YES/NO)
1	Is the bidder a registered company in India?	
2.	Is the bidder registered in any other country?	
3	Does the bidder have the requisite experience available to execute the quantum of job indicated in the EOI document? if Yes please furnish the Certificate / Proof?	
4	Does the bidder have past experience in executing orders for the commercial vessels, if Yes, please furnish the Certificate / Proof?	
5	Does the bidder have an average annual turnover of more than 100 Cr. INR in the last Five financial Years?	
6	Is the firm a profit-making company for the last three financial Years?	
7	Is the firm 'Black Listed' by any Govt. or Indian State Govt. agency for any reason, whatsoever? (Self-certificate to be attached)	
8	Is the firm submitting an approach and methodology for the services to be provided?	
9	Is the shipyard located in the West coast of India?	

GENERAL Terms and Conditions

1. EOI should be submitted along with prescribed documents only.
2. EOI received after due date and time shall not be accepted under any circumstances and shall be returned unopened. No further correspondence on such responses shall be entertained.
3. Respondents, if so desire, may be present in 'EOI Opening' on production of authorization / Identity certificate. Only one person from each firm will be allowed to be present. However, no separate intimation shall be sent by GRSE in this aspect.
4. EOI submitted should be free from correction, over-writing, use of white Ink etc. However if any correction is inevitable, the same be authenticated with signature and seal of the firm.
5. All the information/details required to be properly filled in EOI and no column should be left blank or should not be filled with ambiguous/ incorrect details.
6. Each page of EOI (**including Annexure**) should be dated and signed along with seal of the firm.
7. Canvassing in any form shall render the submitted EOI liable for rejection.
8. The firm has to comply with mutually agreed non-disclosure agreement in the event of placement of order.

9. **Standard Note:-**

- I. For the purpose of this EOI 'Firm' or collaborator means a proprietary/partnership/LLP firm with a legal entity recognized under Indian laws, and in case of a foreign company, should be registered under the laws of such foreign country and eligible to participate in Government of India bid process.
- II. The firm shall not be in the list of entities blacklisted/ barred from participating in any tender of Government of India or any PSUs.
- III. Applicants may regularly visit the above website to keep themselves updated regarding clarification/amendments/ time extension etc, if any against the above EOI.
- IV. The bidder / interested Party must have a valid GST registration certificate.

For any query please contact:

ARNAB SAHA, SM(BD&M) ; 033-2469-8140 ; or email at Saha.Arnab@grse.co.in .
All query are to be sent within shortest possible time but not later than 5(Five) days before the due date of closure of EOI.

10. Evaluation Process

- a) Response from the vendors will be shortlisted based on the evaluation/qualifying criteria given in this document.
- b) The minimum evaluation process is to identify the capable firm for empanelling them in GRSE vendor list.
- c) GRSE Committee (Evaluation Committee) shall evaluate proposals of the Vendors and all supporting documents & documentary evidence. The committee may seek additional documents as it deems necessary.
- d) The decision of the GRSE Evaluation Committee in the evaluation of proposals to the Expression of Interest shall be final. No correspondence will be entertained outside the evaluation process of the Committee.
- e) The Evaluation Committee reserves the right to reject any or all proposals.

11. Cost Of Response To EOI

The Vendors shall bear all the costs associated with the preparation and submission of its proposal, and GRSE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation process including cancellation of the EOI.

12. Content of Response To EOI Documents

The Vendors is expected to examine the EOI documents carefully, including all instructions, forms, terms and specifications. Failure to furnish all required information may result in rejection of the vendors. GRSE decision in this regard is final.

13. Clarification On Response

To assist in examination, evaluation and comparison of applications, GRSE may at its discretion, seek from the vendors individual clarification if so required. The request for clarification and the response shall be in writing, fax or e-mail.

14. GRSE Right to Accept or To Reject Applications

GRSE reserves the right to accept or reject any or all the Applications, either in part or full, or the right not to accept the Response, without assigning any reasons thereof, whatsoever. In case of any dispute GRSE Evaluation Committee decision in the matter shall be final and legally binding on the Vendors.

15. Response: The Vendor's Response to GRSE and any annotations or accompanying documentation shall be in **English** Language only.

16. All copies of documents submitted along with EOI should be clear, legible and self-certified by the Authorized representative of the Applicant.

17. GRSE reserves the right to physically check the original documents / certificates, the copies of which are submitted along with EOI.

18. The Response shall be signed by a duly authorized person of the firm which is

responding to the EOI, and in the case of a corporation, seal, or otherwise appropriately executed under seal.

19. Vendors shall clearly indicate their legal constitution and furnish documentary evidence thereof by way of authenticated copies of relevant documents and the person signing the proposal shall state his capacity and also the source of his authority to bind the vendors. The power of Attorney or authorization, or any other document constituting adequate proof of the authority of the signatory to bind the vendors, shall be annexed to the proposal submitted. GRSE may reject out- right any Response unsupported by adequate proof of the signatory's authority.

20. The documents of response must be uploaded in GRSE portal / sent through Speed Post / Courier in complete in all respects. Incomplete/ late Responses are liable to be rejected. Physical documents (if any) are to reach to the contact person within the due date / time of offer submission. Same is the responsibility of the bidder / responder.

21. GRSE may nominate reputed members of the Industry/ Academia to assist the Evaluation Committee in scrutinizing the response/application to the EOI.

23. The mode of delivering questions is **through E-Mail only**. No other mode of query shall be entertained. The queries may be raised in the following format.

S. No.	Page No of EOI	Clause of the EOI	Clarification required

N.B: GRSE will endeavour to provide timely response to all queries. However, GRSE makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does GRSE undertake to answer all the queries that have been posed by the applicants. The responses to the queries from all Applicants may be posted online /published.

24. Patent and Copyrights

Collaborator should assure GRSE that there is no infringement of any patent or industrial or intellectual property right occasioned by the supply, transfer of designs, documents and connected materials, which are the subject matter the Supply / Purchase order or Contract materials, which is likely to be concluded in case your firm is selected.

An undertaking by the service provider to indemnify GRSE against all costs, expenses and claims of damages made by the third party arising from any alleged infringement of patent or industrial/ intellectual property rights arising or resulting from use of the materials is to be provided. All documentation, results/reports/data used for the respective Cases will be the sole property of GRSE.